

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

UNITED STATES OF AMERICA	)	
Plaintiff,	)	
	)	
v.	)	Case No.: 1:18CV59
	)	
EDNA MCNEILL,	)	
Defendant.	)	COMPLAINT

The United States of America, by Matthew G.T. Martin, United States Attorney for the Middle District of North Carolina, brings this action, complaining and alleging as follows:

1. This is a civil action brought by said Plaintiff and the court has jurisdiction over this action by virtue of 28 U.S.C. §1345.
2. That the Defendant, Edna McNeill, resides in Southern Pines, North Carolina, within the jurisdiction of this court.
3. On or about March 31, 2008, the Defendant executed a Promissory Note, a copy of which is hereto annexed as Exhibit "A". The Defendant has defaulted in the payments due under said Promissory Note and owes the Plaintiff the amount of \$46,180.89 which includes principal in the amount of \$41,029.71, interest computed as of September 27, 2017, in the amount of \$5,151.18, and additional interest at the rate of 6.875 percent per annum from September 28, 2017, until judgment; together with post-judgment interest as allowed by law and costs, as is more fully shown on the Certificate of Indebtedness attached hereto as Exhibit "B".

4. That the Plaintiff has made demand upon the Defendant for payment of the aforesaid indebtedness, but the Defendant has failed, neglected and refused to satisfy said indebtedness.

5. To declarant's best information and belief the Defendant is not an infant or incompetent person and is not in the military service within purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

6. Plaintiff has contacted the Defense Manpower Data Center and is informed that it does not possess any information indicating the Defendant's status as active.

WHEREFORE, Plaintiff prays for judgment against the Defendant for the amount of \$46,180.89, which includes principal in the amount of \$41,029.71, interest computed as of September 27, 2017, in the amount of \$5,151.18, and additional interest at the rate of 6.875 percent per annum from September 28, 2017, until judgment; together with post-judgment interest as allowed by law, costs and for such other and further relief as the court may deem just, fair and reasonable.

MATTHEW G.T. MARTIN  
United States Attorney

/s/ Joan B. Childs  
Assistant United States  
Attorney NCSB# 18100  
United States Attorney's Office  
Middle District of North Carolina  
101 S. Edgeworth St., 4th Floor  
Greensboro, NC 27401  
Telephone: (336) 333-5351  
Email: joan.childs@usdoj.gov

Borrower's Name Edna McNeill  
Borrower's Social Security Number Redacted 4780

APR 02 2008

**Section E: Repayment Plan Selection**

Carefully read the repayment plan information in "Direct Consolidation Loans" that accompanies this application and promissory note to understand your repayment plan options. Then, complete this section to select your repayment plan. Remember --

- All student loans must be repaid under the same repayment plan. Parent PLUS loans may be repaid under a different repayment plan.
- If you select the Income Contingent Repayment Plan, you must complete the "Repayment Plan Selection" and "Income Contingent Repayment Plan Consent to Disclosure of Tax Information" forms that accompany this application and promissory note. Your selection cannot be processed without these forms.
- If you want to consolidate a defaulted student loan(s) and you have not made a satisfactory repayment arrangement with your current holders(s), you must select the Income Contingent Repayment Plan.

31. Place an "X" in the box that corresponds to your repayment plan selection for each loan type. Note that Direct PLUS Consolidation Loans cannot be repaid under the Income Contingent Repayment Plan.

**STUDENT LOANS** *Direct Subsidized and Unsubsidized Consolidation Loans*

Income Contingent	Standard	Extended	Graduated
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PARENT LOANS** *Direct PLUS Consolidation Loans*

**Section F: Promissory Note (Continued on Reverse Side)** to be completed by borrower, and spouse (if applicable)

**Promise to Pay:**

I promise to pay to the U.S. Department of Education (ED) all sums (hereafter "loan" or "loans") disbursed under the terms of this Promissory Note (note) to discharge my prior loan obligations, plus interest, and other fees that may become due as provided in this note. If I fail to make payments on this note when due, I will also pay collection costs including but not limited to attorney's fees and court costs. If ED accepts my application, I understand that ED will on my behalf send funds to the holder(s) of the loan(s) selected for consolidation in order to pay off this loan(s). I further understand that the amount of this loan will equal the sum of the amount(s) that the holder(s) of the loan(s) verified as the payoff balance(s) on that loan(s) selected for my consolidation. My signature on this note will serve as my authorization to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of such loan(s).

This amount may be more or less than the estimated total balance I have indicated in Section D. Further, I understand that if any collection costs are owed on the loans selected for consolidation, these costs may be added to the principal balance of the consolidation loan.

I understand that this is a Promissory Note. I will not sign this note before reading it, including the text on the reverse side, even if I am

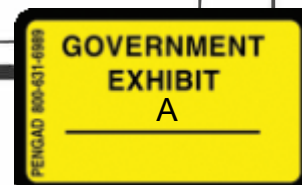
advised not to read the note. I am entitled to an exact copy of this note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand, and agree, to the terms and conditions of this note, including the Borrower Certification and Authorization printed on the reverse side and the accompanying Borrower's Rights and Responsibilities.

If consolidating jointly with my spouse, we agree to the same terms and conditions contained in the Borrower Certification and Authorization. In addition, we confirm that we are legally married to each other and understand and agree that we are and will continue to be held jointly and severally liable for the entire amount of the debt represented by the Federal Direct Consolidation Loan without regard to the amounts of our individual loan obligations that are consolidated and without regard to any change that may occur in our marital status. We understand that this means that one of us may be required to pay the entire amount due if the other is unable or refuses to pay. We understand that the Federal Direct Consolidation Loan we are applying for will be cancelled only if both of us qualify for cancellation. We further understand that we may postpone repayment of the loan only if we provide ED with written requests that confirm Federal Direct Consolidation Loan Program deferment or forbearance eligibility for both of us at the same time.

**I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.**

32. Signature of Borrower Edna McNeill Date 3/31/08  
Signature of Spouse (if consolidating jointly) \_\_\_\_\_

Pursuant to Fed. R. Civ. P. 5.2 and/or  
Fed. R. Crim. P. 49.1, Personal Data  
Identifiers Have Been Redacted



U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

EDNA MCNEIL  
850 W LOWE AVE  
SOUTHERN PINES, NC 28387  
Account No. XXXXX4780

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 09/27/17.

On or about 03/31/08, the BORROWER executed a promissory note to secure a Direct Consolidation loan from the U.S. Department of Education. This loan was disbursed for \$38,187.81 on 04/11/08 at 6.875 % interest per annum. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 03/23/13. Pursuant to 34 C.F.R. § 685.202(b), a total of \$4,328.40 in unpaid interest was capitalized and added to the principal balance.

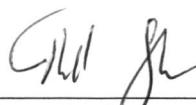
The Department has credited a total of \$19,034.80 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$41,029.71
Interest:	\$5,151.18
Total debt as of 09/27/17:	\$46,180.89

Interest accrues on the principal shown here at the rate of \$7.72 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/8/17

  
\_\_\_\_\_  
Loan Analyst  
Litigation Support Unit

